

JPA File No.: 05-017

AG Contract No.: KR05-0885TRN

Project No.: RAM 202-B503

Section: 202L Power Road-University Drive

TRACS: H5782 01C

Budget Source Item No.: 83902

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF MESA

**THIS AGREEMENT** is entered into this date December 15, 2005, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF MESA, acting by and through its MAYOR AND CITY COUNCIL, (the "City").

### I. RECITALS

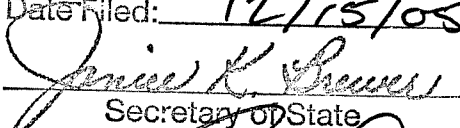
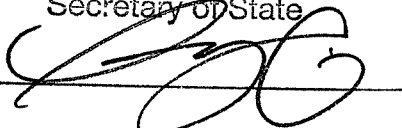
1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

3. Incident to the State's construction of the Red Mountain Freeway (SR 202L), the City requests certain upgrades be incorporated into the State's ongoing construction work within the Power Road to University Drive segment, to include: **a)** An additional left-turn lane at McDowell Road Traffic Interchange (TI) (Westbound to Southbound entrance); **b)** Enhancements to the traffic signal at the McDowell Road TI; **c)** Enhancement of sidewalks at Brown Road, and extension of reinforced concrete box culvert at McDowell Road to accommodate detached 5 foot sidewalk, as delineated in the design plans and approved by the City; **d)** Construction of quad conduit at McDowell, McKellips and Brown Roads TIs, for the City's Intelligent Transportation System (ITS); and **e)** Installation of fiber optic cable and other appurtenances for the City's ITS, hereinafter collectively referred to as the "Project". The total cost to the City for the Project is estimated at \$750,000.00, outlined on Exhibit "A", attached hereto and made a part hereof.

4. The parties hereto agree to and acknowledge the following conditions: **a)** The estimated monetary amounts referenced in this Agreement are subject to change and can change substantially before completion of the Project; **b)** The parties shall perform their responsibilities consistent with this Agreement; and **c)** Any change or modification to the Project will only occur with the mutual written consent of the parties.

**THEREFORE**, in consideration of the mutual covenants expressed herein, it is agreed as follows:

NO. 27873  
Filed with the Secretary of State  
Date Filed: 12/15/05  
  
Secretary of State  
By: 

## **II. SCOPE OF WORK**

### **1. The State shall:**

a. Upon execution of this Agreement, invoice the City \$750,000.00 for the estimated costs of the requested upgrades and fiber installation, based upon the Engineer's Estimate, which includes a standard fixed rate for construction engineering and construction administration costs, as shown in Exhibit A.

b. Prepare and provide design plans, specifications and other such documents and services required for construction bidding and construction of the Project, and submit same to the City for review and comments as appropriate.

c. Advertise for bids and award one or more construction contract(s) to accomplish the Project. Administer the Project and make all payments to the contractor(s).

d. Confirm the City has a valid Encroachment Permit on file with the State's Phoenix Maintenance District Permits Office, for the routine and emergency maintenance work provided by the City within the State's rights-of-way. Said Permit may be renewed on an annual basis, as established by the State's Phoenix District Permit Supervisor. Any new construction or installation shall require a separate review and permit, as per Phoenix Maintenance District's established procedures.

e. Upon completion and acceptance, perform the final inspection and notify the City in writing that the Project has been constructed in accordance with the proper documents and satisfactorily completed. Provide a recapitulation of the Project costs, including, but not limited to: design, construction, and post design costs; invoice or reimburse the City any difference between the estimated amount paid by the City and the actual costs of the Project, which includes a standard fixed rate for construction engineering and administration costs, as shown on Exhibit A.

### **2. The City shall:**

a. Upon execution of this Agreement, designate the State as the authorized agent for the City and within 30 days of receipt of an invoice, remit to the State \$750,000.00 for the estimated cost of the Project, which includes a standard fixed rate for construction engineering and administration costs, as shown on Exhibit A.

b. Review the design documents required for construction of the Project and provide comments to the State as appropriate. Be responsible for any design consultant and contractor claims for extra compensation due to delays or whatever reason, attributable to the City.

c. Upon completion of the Project, be responsible for the actual cost of the Project. If the actual costs incurred by the State for the Project exceeds the amount of the City's remittance, reimburse the State within 30 days after receipt of an invoice, which includes a standard fixed rate for construction engineering and administration costs.

d. Upon acceptance of the Project by the parties. The City will assume maintenance responsibility for the quad ducts, bridge hangers and pull boxes at McDowell Road, McKellips Road and Brown Road; the enhanced widened sidewalks at Brown Road and detached sidewalks at McDowell Road and Brown Road; trail crossing RCB's at McDowell Station 15+61.23, McKellips Station 33+54.05 and Brown Road Station 21+25.62; Traffic Signals enhancements items at McDowell Road including cables for Opticom pre-emption, an Uninterruptible Power Supply (UPS), Video Detection System and Internally Illuminated Street Signs; and the City Fiber Optic Cables and pull boxes installed in conjunction with the ADOT FMS backbone system.

e. Ensure an Encroachment Permit is on file with the State's Phoenix Maintenance District Permits Office for the routine and emergency maintenance work provided by the City within the State's rights-of-way. Any new construction or installation shall require a separate permit as per Phoenix Maintenance District's established procedures. A copy of said procedures can be obtained from the Permits Office referenced herein.

### **III. MISCELLANEOUS PROVISIONS**

1. The terms, conditions and provisions of this Agreement shall remain in force and effect until completion of said Project and all reimbursements; provided however, that any provisions herein for maintenance provided by the City shall be perpetual. This Agreement may be cancelled at any time prior to the award of a Project construction contract, upon thirty-day (30) written notice to either party. It is understood and agreed, that should the City fail to maintain the Project as referenced herein, the State shall not be obligated to maintain, with the exception of the traffic signal at the interchange.

2. This Agreement shall become effective upon filing with the Secretary of State.

3. Each party (as "Indemnitor") agrees to indemnify, defend, save and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses including reasonable attorneys' fees, hereinafter collectively referred to as ("claims"), arising out of bodily injury of any person, including death or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees or volunteers.

4. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

5. The provisions of Arizona Revised Statutes § 35-214 are applicable to this contract.

6. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

7. Non-Availability of Funds: Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

8. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

9. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17th Avenue, Mail Drop 616E  
Phoenix, AZ. 85007  
FAX (602) 712-7424

City of Mesa  
City Manager  
P.O. Box 1466  
Mesa, Arizona 85211-1466  
(480) 644-3000

For Permit – Contact:

Arizona Department of Transportation  
Phoenix Maintenance District Permits Office  
2140 W. Hilton Avenue, Mail Drop PM01  
Phoenix, AZ 85009

10. Pursuant to Arizona Revised Statutes, § 11-952 (D), attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written

THE CITY OF MESA

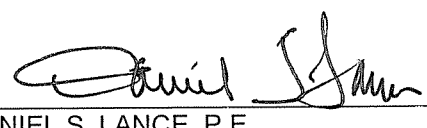
STATE OF ARIZONA

Department of Transportation

BY

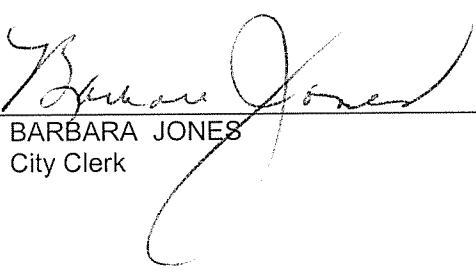
  
MIKE HUTCHINSON  
City Manager

BY

  
DANIEL S. LANCE, P.E.  
Deputy State Engineer, Valley Transportation

ATTEST

BY

  
BARBARA JONES  
City Clerk



JPA 05-017

**APPROVAL OF THE CITY OF MESA**

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the CITY under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 23d day of Nov., 2005.


  
City Attorney

EXHIBIT A  
SUMMARY

Engineer's Estimate Version (100%)  
JPA 05-017  
Date: 08/29/2005

RED MOUNTAIN FREEWAY (SR 202L)  
POWER ROAD TO UNIVERSITY DRIVE  
DESCRIPTION AND ENGINEER'S ESTIMATE OF PAY ITEMS FOR CITY OF MESA ENHANCEMENTS

ITEM	COST		DESCRIPTION	
	DESIGN	CONSTRUCTION		TOTAL
1 ADDITIONAL LEFT-TURN LANES AT MCDOWELL RD	\$4,751	\$106,412	\$111,162	Lump sum cost to design and construct additional left turn lanes at McDowell Road (Mesa/ADOT=50/50 split).
2 CITY OF MESA SIGNAL ENHANCEMENTS	\$1,795	\$40,208	\$42,003	Opticom, Uninterruptable Power Supply (UPS), Video Detection Systems and Internally Luminated Street Sign for McDowell Road.
3 CITY OF MESA SIDEWALK ENHANCEMENTS	\$5,437	\$114,859	\$120,296	Sidewalk enhancements requested by the City as a part of the ADOT project. Includes Brown Road Cap Canal bridge widening and Trail and Low Flow RCBC extensions on McDowell Rd, east of the 202L, to accommodate 5' detached sidewalk.
4 CITY OF MESA QUAD-DUCT	\$6,283	\$140,728	\$147,011	Conduit requested by the City to enable future signal interconnect (Quad-conduit duct bank) for all cross roads (McDowell Rd, McKellips Rd and Brown Rd) and through the Crossroad T1 UP and Cap Canal OP structures.
5 CITY OF MESA FMS	\$8,000	\$226,240	\$234,240	Fiber optic cable requested by the City for FMS.
Items 1-5 SubTotal:	\$26,266	\$628,447	\$654,712	
6 14% CONSTRUCTION ENGINEERING AND ADMINISTRATION	NA	\$87,983	\$87,983	Construction Engineering and Administration (14%) was calculated on a percentage basis of the construction cost for Items 1 through 5.
7 5% DESIGN ENGINEERING ADMINISTRATION	\$1,313	NA	\$1,313	Design Engineering Administration was calculated on a percentage basis of the design cost for Items 1 through 5.
Items 6-7 SubTotal:	\$1,313	\$87,983	\$89,296	
Total	\$27,579	\$716,429	\$744,008	

**EXHIBIT A  
ITEM 1 SUMMARY BACKUP**

Engineer's Estimate Version (100%)  
JPA 05-017  
Date: 08/29/2005

**HIGHWAY** RED MOUNTAIN

**WORK DESCRIPTION**

**SECTION** MCDOWELL ROAD T.I.

Quantities for add'l WB left turn

**LENGTH** N/A Level 1

**PROJECT STATUS:** Life Cycle Program Ultimate

ITEM	MAJOR ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
200	EARTHWORK ROADWAY EXCAVATION DRAINAGE EXCAVATION BORROW <b>TOTAL ITEM 200</b>	CU.YD. CU.YD. CU.YD.			
300 & 400	BASE AND SURFACE TREATMENT PC CONCRETE PAVEMENT (10") ASPHALT PAVEMENT AB Class 2 <b>TOTAL ITEM 300 &amp; 400</b>	SQ.YD. SQ.YD. CU.YD.	363 591 106	\$ 20.00 \$ 15.00 \$ 16.00	\$ 7,260.00 \$ 8,865.00 \$ 1,696.00 \$ 17,821.00
500	DRAINAGE ON-SITE & OFF-SITE PUMP STATION <b>TOTAL ITEM 500</b>	MILE EACH			
600	STRUCTURES EXTRA BRIDGE DECK OTHER: <b>TOTAL ITEM 600</b>	SQ.FT. EACH	2,705	\$ 63.66	\$ 172,200.00 \$ 172,200.00
700	TRAFFIC ENGINEERING SIGNING LIGHTING SIGNAL <b>TOTAL ITEM 700</b>	MILE MILE MILE			
800	LANDSCAPING	MILE			
900	INCIDENTALS UTILITIES WALLS (RETAINING & SOUND) MAJOR ITEMS OF WORK <b>TOTAL ITEM 900</b>	MILE SQ.FT. L.SUM			
<b>SUBTOTAL A (ITEMS 200 THRU 900)</b>					<b>\$ 190,021.00</b>
CONSTRUCTION SURVEYING AND LAYOUT SHARE (1.25%)				<b>1.25%</b>	<b>\$ 2,375.26</b>
CONTRACTOR QUALITY CONTROL SHARE (0.75%)				<b>0.75%</b>	<b>\$ 1,425.16</b>
MOBILIZATION SHARE (10%)				<b>10.00%</b>	<b>\$ 19,002.10</b>
<b>TOTAL ESTIMATED CONSTRUCTION COST</b>					<b>\$ 212,823.52</b>
<b>ADDITIONAL R/W</b>		<b>SQ.FT.</b>		<b>\$</b>	<b>-</b>
<b>DESIGN ENGINEERING (5%)</b>				<b>\$</b>	<b>9,501.05</b>
<b>GRAND TOTAL</b>					<b>\$ 222,324.57</b>
<b>ITEM 1 LUMP SUM SUBTOTAL (50/50 SPLIT)</b>					<b>\$ 111,162.00</b>

**EXHIBIT A  
ITEM 2 SUMMARY BACKUP**

Engineer's Estimate Version (100%)  
JPA 05-017  
Date: 08/29/2005

Item No	Item Description	Unit	Quantity	Unit Price	Amount
1	<b>CITY OF MESA SIGNAL ENHANCEMENTS</b>				
2					
3	7340252 CONTROLLER (ELECTRICAL) (TRAFFIC SIGNAL UNINTERRUPTIBLE POWER SUPPLY)	EACH	1	\$ 8,000.00	\$ 8,000.00
4	7370424 ELECTRICAL SYSTEM (CABLE FOR OPTICOM SYSTEM ) (MCDOWELL ROAD)	EACH	1	\$ 1,500.00	\$ 1,500.00
5	7370425 ELECTRICAL SYSTEM (INTERNALLY ILLUMINATED STREET SIGN)	EACH	1	\$ 400.00	\$ 400.00
6	7370426 ELECTRICAL SYSTEM (MODULAR VIDEO DETECTION CAMERA SYSTEM) (MCDOWELL ROAD)	EACH	1	\$ 38,000.00	\$ 38,000.00
7	ADOT CREDIT FOR COST OF STANDARD IN-PAVEMENT LOOP DETECTORS	L.SUM	1	\$ (12,000.00)	\$ (12,000.00)
8					
9					
10					\$ 35,900.00
11					
12	CONSTRUCTION SURVEYING AND LAYOUT SHARE	L.SUM	1	1.25%	\$ 449.00
13	CONTRACTOR QUALITY CONTROL SHARE	L.SUM	1	0.75%	\$ 269.00
14	MOBILIZATION SHARE	L.SUM	1	10.00%	\$ 3,590.00
15					
16					\$ 40,208.00
17	DESIGN ENGINEERING	L.SUM	1	5.00%	\$ 1,795.00
18					\$ 42,003.00
19					



**EXHIBIT A  
ITEM 3 SUMMARY BACKUP**

Engineer's Estimate Version (100%)  
JPA 05-017  
Date: 08/29/2005

Item No	Item Description	Unit	Quantity	Unit Price	Amount
1	<b>CITY OF MESA SIDEWALK ENHANCEMENTS</b>				
2					
3	9080241 CONCRETE SIDEWALK @ BROWN ROAD (MAG DETAIL 230 AND 231)	SQ.FT.	13,836	\$2.25	\$ 31,131.00
4	9999903Z MCDOWELL ROAD, RCB CULVERT NO. 2, 16+51.17	L.SUM	1	\$9,930.00	\$ 9,930.00
5	9999903AA MCDOWELL ROAD, RCB CULVERT NO. 3, 15+61.23	L.SUM	1	\$9,930.00	\$ 9,930.00
6					
7					
8	<b>SUBTOTAL CONSTRUCTION COST (1)</b>				<b>\$ 50,991.00</b>
9					
10	<b>MISCELLANEOUS WORK</b>				
11	CONSTRUCTION SURVEYING AND LAYOUT SHARE	L.SUM	1	1.25%	\$ 637.00
12	CONTRACTOR QUALITY CONTROL SHARE	L.SUM	1	0.75%	\$ 382.00
13	MOBILIZATION SHARE	L.SUM	1	10.00%	\$ 5,099.00
14					
15	9999903K BROWN ROAD OVER CAP CANAL, STR. NO. 10506*	SQ.FT.	750	\$77.00	\$ 57,750.00
16					
17	<b>SUBTOTAL CONSTRUCTION COST (2)</b>				<b>\$ 114,859.00</b>
18	DESIGN ENGINEERING	L.SUM	1	5.00%	\$ 5,437.00
19	<b>ITEM 3 LUMP SUM SUBTOTAL</b>				<b>\$ 120,296.00</b>
20					

**EXHIBIT A**  
**ITEM 3 BACKUP DETAIL**

Brown Road Sidewalk

Description	Starting Station	Ending Station	Left/Right	Length	ADOT Area (sq ft)	COM Area (sq ft)
5' Detached	13+60	13+78	Right	18	82	
5' Detached	13+97	14+01	Right	4	57	
5' Detached	14+46	14+48	Right	2		55
5' Detached	14+48	14+66	Right	18		216
5' Detached	14+66	20+64	Right	598		2,762
12' Detached	20+78	24+56	Right	378	4,842	
12' Detached	24+68	27+75	Right	307	3,937	
12' Detached	32+99	35+12	Right	213	2,809	
12' Detached	36+09	37+23	Right	114	1,670	
12' Detached	37+54	38+78	Right	124	1,505	
5' Detached	42+78	52+31	Right	953		4,768
5' Detached	9+15	13+94	Left	479	2,384	
5' Detached	14+30	19+25	Left	495	2,489	
12' Detached	19+25	20+00	Left	75	1,082	
12' Detached	20+00	22+96	Left	296	3,879	
12' Detached	23+97	26+97	Left	300	3,928	
12' Detached	32+21	34+39	Left	218	2,840	
12' Detached	34+54	37+73	Left	319	4,118	
12' Detached	40+97	41+63	Left	66	786	
5' Detached	41+96	53+40	Left	1144		5,719
5' Detached	53+40	53+69	Left	29		316
<b>TOTALS</b>					36,406	13,836

McDowell Road RCB

**Recreational Trail and Low Flow Extensions**

Concrete

3.972 CY per LF X \$250 per CY = \$993 per LF X 20 LF = \$19,860

ADOT STD DWG B-03.10 (16'x14' Equipment Pass) Fill Height Table IV (approx 17' Fill)

\* Cost of \$250/CY includes steel cost

Brown Road Structure

**CAP Canal Structure No. 10506**

Begin Station = 39+50

End Station = 42+00

Length = 250'

Width = 3'

Area = 750 SF

# **EXHIBIT A** **ITEM 4 SUMMARY BACKUP**

Engineer's Estimate Version (100%)  
JPA 05-017  
Date: 08/29/2005

Item No	Item Description	Unit	Quantity	Unit Price	Amount
<b>CITY OF MESA QUAD-DUCT</b>					
1					
2	ELECTRICAL CONDUIT (4 - 2" QUAD-DUCT)	L.F.T.	11,110	\$ 10.00	\$ 111,100.00
3	ADOT CREDIT FOR ONE SIGNAL INTERCONNECT CONDUIT PER CROSS ROAD	L.F.T.	(2,778)	\$ 10.00	\$ (27,775.00)
4	PULL BOX (NO. 9) (COM)	EACH	16	\$ 2,000.00	\$ 32,000.00
5	MISCELLANEOUS WORK (UTILITY HANGER) SHARE	EACH	11	\$ 165.00	\$ 1,815.00
6	MISCELLANEOUS WORK (UTILITY HANGER) SHARE	EACH	3	\$ 285.00	\$ 855.00
7	MISCELLANEOUS WORK (UTILITY HANGER) SHARE	EACH	12	\$ 220.00	\$ 2,640.00
8	MISCELLANEOUS WORK (UTILITY HANGER) SHARE	EACH	2	\$ 440.00	\$ 880.00
9	MISCELLANEOUS WORK (UTILITY HANGER) SHARE	EACH	17	\$ 185.00	\$ 3,145.00
10	MISCELLANEOUS WORK (UTILITY HANGER) SHARE	EACH	3	\$ 330.00	\$ 990.00
11	<b>SUBTOTAL CONSTRUCTION COST (1)</b>				<b>\$ 125,650.00</b>
12					
13	CONSTRUCTION SURVEYING AND LAYOUT SHARE	L.SUM	1	1.25%	\$ 1,571.00
14	CONTRACTOR QUALITY CONTROL SHARE	L.SUM	1	0.75%	\$ 942.00
15	MOBILIZATION SHARE	L.SUM	1	10.00%	\$ 12,565.00
16	<b>SUBTOTAL CONSTRUCTION COST (2)</b>				<b>\$ 140,728.00</b>
17					
18	DESIGN ENGINEERING	L.SUM	1	5.00%	\$ 6,283.00
19	<b>ITEM 4 LUMP SUM SUBTOTAL</b>				<b>\$ 147,011.00</b>
20					

**EXHIBIT A  
ITEM 4 BACKUP DETAIL**

Engineer's Estimate Version (100%)  
JPA 05-017  
Date: 08/29/2005

CITY OF MESA QUAD DUCT AND PULL BOXES						
DESCRIPTION	UNIT	CROSSROAD			TOTAL	
		McDowell	McKellips	Brown		
PULL BOX (COM) (NO. 9)	EACH	5	6	5	16	
4 - 2" SCH 40 PVC CONDUIT (TRENCHED)	LF	2300	3360	4040	9700	
4 - 2" SCH 40 PVC CONDUIT (T.I. BRIDGES)	LF	250	310	410	970	
<b>TOTAL CONDUIT</b>	LF	2550	3670	4450	10670	
4 - 2" RIGID METAL CONDUIT (CAP BRIDGES)	LF	105	140	195	440	

**EXHIBIT A  
ITEM 5 SUMMARY BACKUP**

Engineer's Estimate Version (100%)  
JPA 05-017  
Date: 08/29/2005

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
	<b>CITY OF MESA FMS COSTS</b>				
7320456	PULL BOX (NO. 9) (CITY OF MESA)	EACH	3	\$ 2,000.00	\$ 6,000.00
7320788	SINGLE MODE FIBER OPTIC CABLE (96 FIBERS) (MAIN TRUNKLINE)	L.FT.	25,680	\$ 4.00	\$ 102,720.00
7320809	CABLE INNERDUCT (1")	L.FT.	51,360	\$ 2.00	\$ 102,720.00
	<b>SUBTOTAL ITEM 5 - CITY OF MESA FMS WORK</b>				<b>\$ 211,440.00 (A)</b>
	MAINTENANCE OF TRAFFIC SHARE <sup>1</sup>				
	CONSTRUCTION SURVEYING AND LAYOUT SHARE <sup>2</sup>				
	CONTRACTOR QUALITY CONTROL SHARE <sup>3</sup>			1% of (A)	\$2,114.00
	MOBILIZATION SHARE <sup>4</sup>			6% of (A)	\$12,686.00
	<b>SUBTOTAL CONSTRUCTION COST</b>				<b>\$ 226,240.00 (B)</b>
	CONSTRUCTION ENGINEERING AND ADMINISTRATION <sup>5</sup>			9% of (B)	\$20,361.60
	DESIGN ENGINEERING				\$8,000.00
	<b>TOTAL ITEM 5 (CITY OF MESA FMS WORK)</b>				<b>\$ 254,601.60</b>

Notes:

- Maintenance of Traffic does not apply to this work.
- Construction Surveying and Layout does not apply to this work.
- Contractor Quality Control was calculated on a percentage basis (1.0% fixed rate) of the construction cost of the City Items.
- Mobilization was calculated on a percentage basis (6.0% fixed rate) of the construction cost of the City Items.
- Construction Engineering and Administration is calculated on a percentage basis (9% fixed rate) of the City Construction Cost.
- Length of project is 4.83 miles and Mesa is covering the cost of their main trunkline fiber and 2-1" innerducts.

RESOLUTION NO. 8626

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESA, MARICOPA COUNTY, ARIZONA, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION AND THE CITY OF MESA FOR FREEWAY UPGRADES AND FIBER OPTICS ALONG THE RED MOUNTAIN FREEWAY FROM POWER RD TO UNIVERSITY DR

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESA, MARICOPA COUNTY, AS FOLLOWS:

Section 1: That the cost sharing agreement between the State of Arizona Department of Transportation and the City of Mesa for the design and construction of freeway upgrades and fiber optics along the Red Mountain Freeway from Power Rd to University Dr (ADOT JPA File No. 05-017); is hereby approved.

Section 2: That the City Manager, Michael T. Hutchinson, or his designated representative, is authorized and directed to execute the agreement on behalf of the City of Mesa, and the City Clerk is authorized and directed to attest to the signature of the City Manager or his authorized designated representative thereon.

PASSED AND ADOPTED by the City Council of the City of Mesa, Maricopa County, Arizona, this 21<sup>st</sup> day of November, 2005.

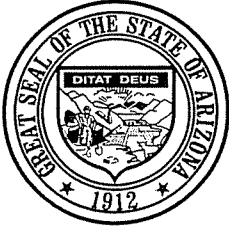


APPROVED:

Kens Hawker  
Mayor

ATTEST:

Beth Jones  
City Clerk



STATE OF ARIZONA  
OFFICE OF THE ATTORNEY GENERAL  
CIVIL DIVISION  
TRANSPORTATION SECTION  
MEMORANDUM

Jeffrey T. Murray  
Assistant Attorney General

Direct: 602-542-8859  
Fax: 602-542-3646


**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR05-0885TRN (**JPA05-017**), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED December 9<sup>th</sup>, 2005.

TERRY GODDARD  
Attorney General

  
JEFFREY T. MURRAY  
Assistant Attorney General

JTM:dgr  
Attachment  
938057